

EXHIBIT B

Jeremy S. Carr

From: Jerry R. Sparks <jrs@sparksfirm.com>
Sent: Tuesday, January 12, 2016 2:18 PM
To: Jeremy S. Carr
Subject: Morena v. Bank of America, et al.

CONFIDENTIAL SETTLEMENT COMMUNICATION

Dear Jeremy:

You have inquired about what my clients are seeking in connection with the above-referenced litigation. As you are undoubtedly aware, my clients were longstanding customers of Bank of America who conducted significant business with both the banking and investment arms of the Company. The unilateral termination of all of their accounts, including a significant credit line, because of their perceived status of being Iranian, of middle eastern decent and/or Muslim, has not only caused them humiliation and distress, but has also had an adverse impact on their ability to conduct business.

Our clients are willing to resolve this matter on the following terms:

- a. Payment of \$100,000 as monetary compensation, including, without limitation, compensation for their emotional distress, reimbursement of the fees paid in connection with the transfer of accounts, compensation for rewards to which they were entitled and to which they would have been entitled, as well as compensation for the adverse impact on their credit due to the "closed by grantor" status of their accounts.
- b. Reinstatement of the credit card with qualification for the highest tier of rewards.
- c. The lifting of all restrictions on their ability to bank at Bank of America, including any restrictions on their ability to serve as primary or secondary signers on Bank of America Accounts.
- d. A letter from Bank of America confirming that my clients did nothing wrong and that there is no restriction on their ability to bank with Bank of America or do business with any of its affiliates.

In exchange for the foregoing (which would need to be memorialized in a written settlement agreement), the parties would execute mutual releases and the lawsuit would be dismissed with prejudice.

The foregoing is an offer to compromise which is subject to *Evidence Code* sections 1152 and 1154, and all other similar statutes. This offer, if not accepted, will expire on January 22, 2016. All of our clients' rights and remedies are hereby expressly reserved.

Very truly yours,

Jerry R. Sparks

SPARKS LAW FIRM
A Professional Corporation
650 Town Center Drive, Suite 1200
Costa Mesa, CA 92626
Tel: (714) 546-4300
Fax: (714) 546-5430

NOTE:

This e-mail message is confidential, is intended only for the named recipient(s) above, and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you have received this message in error, or are not a named recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this message in error, please immediately notify the sender by return e-mail and delete this e-mail message from your computer. Thank you.